EVIDENCE — DECLARATIONS CONCERNING MATTERS OF PUBLIC OR GENERAL INTEREST — PROCEEDINGS OF A MEDICAL COUNCIL. — A medical council, acting within its statutory powers, ordered the removal of the plaintiff's name from the registered list of dentists on a report charging him with "conduct disgraceful in a professional respect." In a subsequent civil suit the defendant sought to prove the plaintiff's "professional misconduct." *Held*, that the order of the council is admissible. *Hill* v. *Clifford*, [1907] 2 Ch. 236.

The court regarded the order of the medical council as analogous to the finding of a lunacy inquisition. In so far as the order or findings of these related commissions, made under state authority, determine the status of an individual, they may be considered as judgments *in rem*. 2 SMITH, LEAD. CAS., 11 ed., 752. And on this ground the court found the evidence admissible. But a judgment *in rem*, although conclusive evidence of the relations which it establishes, is not evidence of the facts which must necessarily be found before it can be rendered. *Ward* v. *The Fashion*, 6 McLean (U. S.) 195. For these determinations of the court are *in personam* and only admissible between parties and privies. TAYLOR, EV., 9 ed., § 1673. As a judgment *in rem*, therefore, the admission of the order is proper only to show that the plaintiff was no longer a registered dentist, a fact not material to the issue raised. But the finding of a lunacy inquisition is always admissible against strangers as presumptive, not conclusive evidence of the fact of insanity, on the principle that the proceedings are matters of public and general interest. *Hughes* v. *Jones*, 116 N. Y. 67; 1 GREENLEAF, EV., 15 ed., § 556. And similarly, the report and order of this expressly authorized and publicly administered council are obviously trustworthy, and seem admissible.

GARNISHMENT — PROPERTY SUBJECT TO GARNISHMENT — GARNISHMENT OF OBLIGATION WITHOUT JURISDICTION OVER OBLIGEE. — A life insurance policy issued by a foreign corporation transacting business in New York in favor of non-resident beneficiaries was assigned to a New York creditor as security for advances. The insurance being due, the creditor garnished the insurance company in New York. The beneficiaries were served by publication. *Held*, that the garnishment is valid. *Morgan* v. *Mutual Benefit Life Ins. Co.*, 189 N. Y. 447.

For a discussion of the case in the lower court, see 21 HARV. L. REV. 219.

ILLEGAL CONTRACTS — CONTRACTS AGAINST PUBLIC POLICY — AGREEMENT EXEMPTING RAILROAD FROM STATUTORY LIABILITY FOR LOSS BY FIRE. — A South Carolina statute provided that a railroad should be liable for any damage to goods on its premises caused by fire, unless the goods were placed there without its consent. The plaintiff put cotton on the defendant railroad's platform under a contract which stipulated that the cotton was put there without the consent of the railroad and at the owner's risk. *Held*, that the plaintiff cannot recover for the destruction of the cotton by fire. *German-American Ins. Co.* v. *Southern Ry. Co.*, 58 S. E. 337 (S. C.).

It seems clear that the railroad consented to the placing of the cotton on its premises, but attempted to exempt itself by contract from its statutory liability. It is sometimes argued that the object of statutes like the one in question is to make railroads more careful in the construction and operation of their engines. See *Rodemacher* v. *Mil. & St. P. Ry. Co.*, 41 Ia. 297, 309. But the true reason for such statutes seems to be based on the equitable principle that, as between two innocent parties, the loss should fall on the one who, by the use of a dangerous agency, makes such loss possible. *McCandless* v. *Richmond, etc., R. R. Co.*, 38 S. C. 103; see *St. Louis, etc., Ry. Co.* v. *Mathews*, 165 U. S. 1. It is settled law that a contract exempting a railroad from its common law liability for loss by fire is not against public policy. *Hoadley* v. *Northern Transportation Co.*, 115 Mass. 304. Consequently, there would seem to be no reason in public policy why an innocent party may not exempt himself by contract from an exactly similar liability imposed by statute. In accordance with this view, under similar statutes in Iowa and Missouri, such contracts have been